

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

**ALBERTO PATINO, §
MARIA DEL ROSARIO MARTINEZ, §
MARIA MARI, §
RODOLFO R. TENREIRO, and §
PATRICIA GONZALES, §
Plaintiffs §**

VS.

CIVIL ACTION NO. 4:14-CV-03241-LHR

**CITY OF PASADENA, §
Mayor JOHNNY ISBELL, §
Council members ORNALDO YBARRA, §
BRUCE LEAMON, DON HARRISON, §
PAT VAN HOUTE, §
CODY RAY WHEELER, PHIL §
CAYTEN, STEVE COTE, and §
DARRELL MORRISON, §
Defendants §**

**APPENDIX TO THE CITY OF PASADENA AND OFFICIAL-CAPACITY
DEFENDANTS' RESPONSE TO DEFENDANTS CODY RAY WHEELER, ORNALDO
YBARRA, AND DON HARRISON'S MOTION TO STRIKE UNAUTHORIZED
PLEADINGS (DKT.'S 10, 11, AND 12) AND MOTION TO SHOW AUTHORITY**

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Southern District No. 1242003
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Attorneys for Defendants

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Bob Heath

From: Chad Dunn <chad@brazilanddunn.com>
Sent: Tuesday, November 18, 2014 6:44 PM
To: Bob Heath
Cc: Rick Molina
Subject: Patino, et al v. City of Pasadena, et al.

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Bob,

I hope you are well.

This e-mail is to inform you that Rick Molina and I have been hired by Council members Orlando Ybarra, Dona Harrison, and Cody Ray Wheeler to represent them in the above referenced case.

It is my understanding that you will represent the City of Pasadena and perhaps others in this case. Please do not prepare a responsive pleading to this lawsuit on behalf of the clients I reference above. If you understand service has been perfected in this case, kindly inform me of the date of such alleged service.

Also, our clients will be seeking reimbursement of the attorneys fees and expenses they incur in this case from the City of Pasadena given that they have been sued in their official capacity.

Please feel free to contact me or Rick at any time concerning this case.

Regards,

Chad W. Dunn

Brazil & Dunn LLP

4201 Cypress Creek Pkwy, #530

Houston, TX 77068

Phone: (281) 580-6310

Fax: (281) 580-6362

www.brazilanddunn.com

Bob Heath

From: Bob Heath
Sent: Wednesday, November 19, 2014 5:37 PM
To: 'Chad Dunn'; 'Rick Molina'
Subject: Patino v. Pasadena
Attachments: letter to Chad Dunn re independent representation (00803100x7A30F).pdf

Chad and Rick:

Please see the attached letter in response to Chad's email. As discussed in the letter, I believe that there are problems with a person sued in his official capacity taking an independent litigation position from the governmental entity. Also, I think the likelihood of reimbursement by the city is minimal. To the extent we can I think it is best to address these issues now rather than later.

Please give me a call or drop me a note with any questions or otherwise.

Best regards

Bob

C. Robert Heath | Attorney | Bickerstaff Heath Delgado Acosta LLP
3711 S. Mo-Pac | Building One | Suite 300 | Austin, TX | 78746
Phone 512.472.8021 | Fax 512.320.5638

bheath@bickerstaff.com | www.bickerstaff.com

Austin | El Paso | Houston | Rio Grande Valley

CONFIDENTIALITY NOTICE:

The information contained in this transmission may be (1) subject to the Attorney-Client Privilege, (2) attorney work product, or (3) strictly confidential. If you are not the intended recipient of this message, you are notified that you may not disclose, print, copy or disseminate this information. If you have received this transmission in error, please reply and notify the sender (only) and delete the message. Unauthorized interception of this e-mail may be a violation of criminal law.



November 19, 2014

Via email to chad@brazilanddunn.com

Chad Dunn
Brazil & Dunn LLP
4201 Cypress Creek Pkwy, #530
Houston, TX 77068

Chad:

I received your email of November 18, 2014, stating that you and Rick Molina represent Messrs. Ybarra, Harrison, and Wheeler in the *Patino v. City of Pasadena* litigation.

As you indicate and as the complaint reflects, the three councilmembers have been sued in their official capacity. A suit against a councilmember in his or her official capacity is simply another way of pleading an action against the city, which is the real party at interest. When they are sued in their official capacities, the councilmembers have no personal stake in the outcome of the litigation and therefore [do] not have standing [to assert a position different than that advanced by the city].” *Bender v. Williamsport Area Sch. Dist.*, 475 U.S. 534, 543-44 (1986). As long as the governmental entity receives notice of the suit and an opportunity to respond, which is the case here, “an official-capacity suit is, in all respects other than name, to be treated as a suit against the entity.” *Bender*, 475 U.S. at 544, citing *Brandon v. Holt*, 469 U.S. 464, 471-72 (1985). Accordingly, the councilmembers who have been named in their official capacities do not have an individual, personal interest that gives them standing to participate separately from the city.

As counsel retained by the city, it is my duty to represent the city’s interest, which I believe is compromised by less than a unified defense. Since the only interest the individual councilmembers who have been named in their official capacity can have is the interest of the city, their official capacity interests are fully represented by the city’s defense. Thus, absent contrary direction by the council or other lawful authority, if individual members of the council who have been sued in their official capacities seek to participate as independent parties in the litigation, I believe it would be my duty to oppose such participation by relying, among other things, on the doctrine discussed by the Supreme Court in *Bender*.

In response to your question about service, I previously agreed to waive service pursuant to Rule 4(d). The answer date will be 60 days from the date that the request for waiver was sent—*i.e.*, 60 days from November 14, 2014.

In regard to your intention to seek reimbursement from the city for representing the councilmembers in their official capacities and to avoid any future misunderstanding regarding the

Chad Dunn
November 19, 2014
Page 2

authority of the city to pay for representation, it is my view that in the absence of authority of persons sued in their official capacities to conduct a defense independent from that conducted by the city, the city would not have the authority to provide such reimbursement. Additionally, individual members of the council have no authority to obligate the city to make an expenditure. Finally, while I am not an expert on the city charter, I call your attention to article XII, § 13, which limits reimbursement to councilmembers for expenses incurred in their official capacity to \$500 per fiscal year absent prior authorization by the council.

Please feel free to call or write me if you want to discuss the matter or have any questions.

Sincerely

A handwritten signature in black ink, appearing to read 'C. Robert Heath', written in a cursive style.

C. Robert Heath

cc: Rick Molina
Via email to rmolina@molinalawfirm.com

Bob Heath

From: Bob Heath
Sent: Friday, November 21, 2014 4:40 PM
To: 'Chad Dunn'
Cc: 'Rick Molina'
Subject: Pasadena
Attachments: memo to council (00803281x7A30F).pdf

Chad:

As we discussed today, I am sending you the attached memo to send to the three council members you have indicated that you represent. As we discussed, I don't concede that those members have an interest separate than that of the city or that separate representation is appropriate or permissible. Also, I do not concede that as the attorney representing the city I would not have a right to communicate with members of the council whether or not they are sued in their individual capacity. I think we agreed, though, that at least for the purpose of this memo, this would be the easiest procedure.

Hope your family trip is great.

Bob

C. Robert Heath | Attorney | Bickerstaff Heath Delgado Acosta LLP
3711 S. Mo-Pac | Building One | Suite 300 | Austin, TX | 78746
Phone 512.472.8021 | Fax 512.320.5638

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Bob Heath

From: Bob Heath
Sent: Tuesday, December 02, 2014 3:01 PM
To: 'Chad Dunn'; 'Rick Molina'
Subject: Pasadena
Attachments: City of Pasadena Litigation Hold Letter (00804237x7A30F).docx; litigation hold recipient list (00804320x7A30F).docx

Chad and Rick:

Attached for your information is a litigation hold letter that went out to city employees and officials including all members of the council. Although we disagree regarding whether you represent members of the council in their individual capacities, I wanted to be sure you were aware it was sent. As it went to everyone in the city who might have documents that might potentially be evidence and since it is designed to ensure that any potential evidence is preserved, we delivered copies to them along with everyone else.

Please let me know if you have any questions or concerns.

Bob

C. Robert Heath | Attorney | Bickerstaff Heath Delgado Acosta LLP
3711 S. Mo-Pac | Building One | Suite 300 | Austin, TX | 78746
Phone 512.472.8021 | Fax 512.320.5638

bheath@bickerstaff.com | www.bickerstaff.com

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MOLINA LAW FIRM

11550 Fuqua, Ste. 580
Houston, TX 77034

ph.: 281.922.4300 / fax: 281.922.4325
molina@molinalawfirm.com

December 16, 2014

Via fax (713) 475-2221
Mr. Johnny Isbell
Mayor, City of Pasadena

Via Fax (713) 477-1627
Mr. Lee Clark
City Attorney, City of Pasadena

Via Fax (512) 320-5638
Mr. Bob Heath

Via Fax, (713) 220-4285
Mr. Gene Locke

Re: *Patino, et al v. City of Pasadena; Case No.: 4:14-cv-03241*

Dear Sirs:

I am writing to again inform you that Chad Dunn and I represent Council-Members Cody Wheeler, Oraldo Ybarra, and Don Harrison in the above referenced matter. The previous notice sent to the City's agent is attached to this letter.

Any court matters, pleadings, and discovery directed to our clients must go through myself or Chad Dunn. Also, please do not prepare any responsive pleadings for our clients in this matter. Our clients assert conflicts with Mr. Heath and Mr. Locke, and their respective firms. The legal conflicts are governed by article X of the Texas Disciplinary Rules of Professional Conduct. Additionally, our clients will not sign any waivers of conflict pursuant to these rules.

As stated in the original notice letter, our clients seek reimbursement from the City for the expenses and fees they incur in this matter. Attached are our client contracts, which outline the fees and terms of our representation with our clients. Please indicate your agreement to this letter by signing below and returning it to me. Or, if necessary, please submit this matter to the Council at the next meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Molina". The signature is fluid and cursive, with the first name "Rick" and last name "Molina" clearly distinguishable.

Rick Molina

Agreed to and Accepted on _____.

Mayor, Johnny Isbell
City of Pasadena



11550 Fuqua, Ste 580
Houston, TX 77034

ph. 281.922.4300/ fax 281.922.4325
rmolina@molinalawfirm.com

MEMORANDUM OF TRANSMITTAL

DATE: November 19, 2014

RECIPIENT	FIRM / COMPANY	FAX NO.
Lee Clark		(713) 477-1627

FROM: Rick Molina

RE: Patino v. City of Pasadena

MESSAGES, NOTES, COMMENTS:

Lee, Chad Dunn and I have been retained to represent Orinaldo Ybarra, Don Harrison, and Cody Wheeler in the recently filed redistricting lawsuit against the City. Attached is the email sent by Chad to Bob Heath, the City's lawyer in this same matter. I will call you soon to discuss. Thanks.

Total Number of Pages _____ (Including Cover)

IF YOU EXPERIENCE DIFFICULTIES IN TRANSMISSION, OR DO NOT RECEIVE ALL PAGES INDICATED, PLEASE CONTACT US IMMEDIATELY.

CONFIDENTIALITY STATEMENT

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11/19/2014

Molina Law Firm Mail - Patino, et al v. City of Pasadena, et al.



Rick Molina <rmolina@molinalawfirm.com>

Patino, et al v. City of Pasadena, et al.

Chad Dunn <chad@brazilanddunn.com>
To: Bob Heath <BHeath@bickerstaff.com>
Cc: Rick Molina <rmolina@molinalawfirm.com>

Tue, Nov 18, 2014 at 6:44 PM

Bob,

I hope you are well.

This e-mail is to inform you that Rick Molina and I have been hired by Council members Orlando Ybarra, Dona Harrison, and Cody Ray Wheeler to represent them in the above referenced case.

It is my understanding that you will represent the City of Pasadena and perhaps others in this case. Please do not prepare a responsive pleading to this lawsuit on behalf of the clients I reference above. If you understand service has been perfected in this case, kindly inform me of the date of such alleged service.

Also, our clients will be seeking reimbursement of the attorneys fees and expenses they incur in this case from the City of Pasadena given that they have been sued in their official capacity.

Please feel free to contact me or Rick at any time concerning this case.

Regards,

Chad W. Dunn

Brazil & Dunn LLP

4201 Cypress Creek Pkwy, #530

Houston, TX 77068

Phone: (281) 580-6310

Fax: (281) 580-6362

www.brazilanddunn.com

IMPORTANT/CONFIDENTIAL. This message is intended for the recipient only and it contains information that may be privileged, confidential and/or exempt from disclosure. If you receive this message by mistake please contact Chad W. Dunn at 281-580-6310 and destroy the original message. Thank you.

LEGAL EMPLOYMENT AGREEMENT

Don Harrison :

Thank you for retaining Rick Molina, PC and the law firm of Brazil & Dunn to help with the following legal matters: investigation, defense, and prosecution of any claims against the City of Pasadena and individual Council Members regarding changes to the city charter.

To assure that we comply with the Texas Code of Professional Responsibility and to assure that we both understand the terms of our engagement, we ask that you read and sign this engagement letter.

Our engagement shall be in connection with the above referenced legal matters. We will not institute any litigation or undertake any further representation without consulting with you. Rick Molina is the principal lawyer of Rick Molina, PC. Chad Dunn is a lawyer with Brazil & Dunn. This contract authorizes Rick Molina, PC and Brazil & Dunn to represent you in this matter.

Our compensation for services rendered will be billed at our hourly rates, which range from \$105.00 for paralegals to \$425.00 for attorneys. The billing rate for Rick Molina and Chad Dunn is \$425.00 per hour. This rate varies depending upon the type of matter involved, the complexity and urgency of the matter, and the attorney performing the services, but will not exceed the foregoing rates without your prior authorization. Our hourly rates may be adjusted in the future by agreement with you. You have the right to inquire about the hourly rate of any attorney working on your matter. However, some special matters can be billed on a flat fee basis. At times, we may give you an estimate of legal costs in a matter. Unless specifically billed as a flat fee, these estimates are not guarantees of the amount to be billed for a matter.

In addition to the hourly rate which we will bill for our services, we will also bill you directly and separately for any costs and expenses such as long distance phone calls, fax charges, Westlaw legal computer charges, photocopying charges, postage, filing fees advanced on your behalf, court reporter fees, records fees, mileage, and expert fees. Any monthly statements will contain an itemized breakdown of the amount of time spent by each attorney on your matter, a description of the services rendered, the identity of the attorneys and paralegals working on your matters, together with their respective hourly rates.

For certain matters, usually for litigation matters, we may request retainers before we begin work on those individual matters and we reserve the right to request additional retainers for a matter should we deem it necessary.

Either party to this agreement may terminate this agreement at any time upon written notice to the other party at the last known mailing address of that party.

Client understands that participation in the litigation is critical to the success of the outcome of this case. No guarantees concerning the outcome of the litigation are made, nor can they be made.

We are providing the following information pursuant to TEXAS GOVERNMENT CODE § 81.079: The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves

professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, call toll-free 1-800-932-1900.

Attorneys will retain the client file for 5 years after the representation has ended. Client agrees that in the event client requests any portion of the file at any time, that Attorneys will provide the requested portions of the file in pdf format by disc or by email. Client will bear the expense for production of the file in any other format. It is understood that Attorneys may withhold production of Client's file until such time as Client pays for the cost of reproduction in any format other than disc or email.

Please carefully read and make sure you fully understand this agreement. If the foregoing conditions meet with your complete approval, please sign and return to either Rick Molina, PC or Brazil & Dunn. Thank you for letting us assist with your legal matters.

Sincerely,

By: 

Rick Molina, PC
11550 Fuqua, Suite 580
Houston, Texas 77034
Ph. (281) 922-4300
Fax (281) 922-4325

By: _____

Brazil & Dunn
4201 Cypress Creek Pkwy, Suite 530
Houston, Texas 77068
Ph. (281) 580-6310
Fax (281) 580-6362

AGREED AND ACCEPTED THIS 23RD DAY OF NOVEMBER, 2014.

By: 

Client

12/16/2014

13:07

TO: 15123205638

FROM: 2819224329

Page 15

LEGAL EMPLOYMENT AGREEMENT

Donald D. Barra:

Thank you for retaining Rick Molina, PC and the law firm of Brazil & Dunn to help with the following legal matters: investigation, defense, and prosecution of any claims against the City of Pasadena and individual Council Members regarding changes to the city charter.

To assure that we comply with the Texas Code of Professional Responsibility and to assure that we both understand the terms of our engagement, we ask that you read and sign this engagement letter.

Our engagement shall be in connection with the above referenced legal matters. We will not institute any litigation or undertake any further representation without consulting with you. Rick Molina is the principal lawyer of Rick Molina, PC. Chad Dunn is a lawyer with Brazil & Dunn. This contract authorizes Rick Molina, PC and Brazil & Dunn to represent you in this matter.

Our compensation for services rendered will be billed at our hourly rates, which range from \$105.00 for paralegals to \$425.00 for attorneys. The billing rate for Rick Molina and Chad Dunn is \$425.00 per hour. This rate varies depending upon the type of matter involved, the complexity and urgency of the matter, and the attorney performing the services, but will not exceed the foregoing rates without your prior authorization. Our hourly rates may be adjusted in the future by agreement with you. You have the right to inquire about the hourly rate of any attorney working on your matter. However, some special matters can be billed on a flat fee basis. At times, we may give you an estimate of legal costs in a matter. Unless specifically billed as a flat fee, these estimates are not guarantees of the amount to be billed for a matter.

In addition to the hourly rate which we will bill for our services, we will also bill you directly and separately for any costs and expenses such as long distance phone calls, fax charges, Westlaw legal computer charges, photocopying charges, postage, filing fees advanced on your behalf, court reporter fees, records fees, mileage, and expert fees. Any monthly statements will contain an itemized breakdown of the amount of time spent by each attorney on your matter, a description of the services rendered, the identity of the attorneys and paralegals working on your matters, together with their respective hourly rates.

For certain matters, usually for litigation matters, we may request retainers before we begin work on those individual matters and we reserve the right to request additional retainers for a matter should we deem it necessary.

Either party to this agreement may terminate this agreement at any time upon written notice to the other party at the last known mailing address of that party.

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We are providing the following information pursuant to TEXAS GOVERNMENT CODE § 81.079: The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves

12/16/2014

13:07

TO: 15123205638

FROM: 2819224325

Page 6

professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, call toll-free 1-800-932-1900.

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Please carefully read and make sure you fully understand this agreement. If the foregoing conditions meet with your complete approval, please sign and return to either Rick Molina, PC or Brazil & Dunn. Thank you for letting us assist with your legal matters.

Sincerely,

By: 

Rick Molina, PC
11550 Fuqua, Suite 580
Houston, Texas 77034
Ph. (281) 922-4300
Fax (281) 922-4325

By: _____

Brazil & Dunn
4201 Cypress Creek Pkwy, Suite 530
Houston, Texas 77068
Ph. (281) 580-6310
Fax (281) 580-6362

AGREED AND ACCEPTED THIS 15th DAY OF November, 2014.

By: 

Client

LEGAL EMPLOYMENT AGREEMENT

Cody Wheeler:

Thank you for retaining Rick Molina, PC and the law firm of Brazil & Dunn to help with the following legal matters: investigation, defense, and prosecution of any claims against the City of Pasadena and individual Council Members regarding changes to the city charter.

To assure that we comply with the Texas Code of Professional Responsibility and to assure that we both understand the terms of our engagement, we ask that you read and sign this engagement letter.

Our engagement shall be in connection with the above referenced legal matters. We will not institute any litigation or undertake any further representation without consulting with you. Rick Molina is the principal lawyer of Rick Molina, PC. Chad Dunn is a lawyer with Brazil & Dunn. This contract authorizes Rick Molina, PC and Brazil & Dunn to represent you in this matter.

Our compensation for services rendered will be billed at our hourly rates, which range from \$105.00 for paralegals to \$425.00 for attorneys. The billing rate for Rick Molina and Chad Dunn is \$425.00 per hour. This rate varies depending upon the type of matter involved, the complexity and urgency of the matter, and the attorney performing the services, but will not exceed the foregoing rates without your prior authorization. Our hourly rates may be adjusted in the future by agreement with you. You have the right to inquire about the hourly rate of any attorney working on your matter. However, some special matters can be billed on a flat fee basis. At times, we may give you an estimate of legal costs in a matter. Unless specifically billed as a flat fee, these estimates are not guarantees of the amount to be billed for a matter.

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Please carefully read and make sure you fully understand this agreement. If the foregoing conditions meet with your complete approval, please sign and return to either Rick Molina, PC or Brazil & Dunn. Thank you for letting us assist with your legal matters.

Sincerely,

By: 

Rick Molina, PC
11550 Fuqua, Suite 580
Houston, Texas 77034
Ph. (281) 922-4300
Fax (281) 922-4325

By: _____

Brazil & Dunn
4201 Cypress Creek Pkwy, Suite 530
Houston, Texas 77068
Ph. (281) 580-6310
Fax (281) 580-6362

AGREED AND ACCEPTED THIS 18 DAY OF November, 2014.

By: 

Client

Bob Heath

From: Bob Heath
Sent: Monday, December 22, 2014 3:05 PM
To: 'Chad Dunn'; 'Rick Molina'
Cc: 'Locke, Gene'; 'lclark@ci.pasadena.tx.us'; 'jisbell@ci.pasadena.tx.us'
Subject: Patino v. City of Pasadena
Attachments: 12-22-14 - Letter to Rick Molina and Chad Dunn (00808846x7A30F).pdf

Rick and Chad:

Attached please find a letter regarding Rick's December 16 letter reiterating that you represent three members of the council in the voting rights law suit and seeking compensation for that representation. As we have discussed earlier, the request for separate representation of the three council members raises serious legal issues. If you will address the questions posed in the letter, it will assist us in understanding and responding to your request.

Thank you

Bob

C. Robert Heath | Attorney | Bickerstaff Heath Delgado Acosta LLP
3711 S. Mo-Pac | Building One | Suite 300 | Austin, TX | 78746
Phone 512.472.8021 | Fax 512.320.5638

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December 22, 2014

Via U.S. Mail and Email to rmolina@molinalawfirm.com

Rick Molina
Molina Law Firm
11550 Fuqua, Suite 580
Houston, TX 77034

Via U.S. Mail and Email to chad@brazilanddunn.com

Chad Dunn
Brazil & Dunn LLP
4201 Cypress Creek Pkwy, #530
Houston, TX 77068

Re: *Patino, et al. v. City of Pasadena, et al.*; Civil Action No. 4:14-cv-03241; In the
United States District Court for the Southern District of Texas

Rick and Chad:

I have received Rick's December 16 letter reiterating your earlier indication that the two of you represent Council Members Ybarra, Wheeler, and Harrison. As you will recall, I responded to Chad's earlier correspondence with a letter citing U. S. Supreme Court authority about the inability of a governmental official who is sued in his or her official capacity to assert a position different than that of the governmental body. When I spoke with Chad it was my understanding that the two of you were planning to research that issue and get back.

In light of your assertions that you represent the three members of the council, that you believe there is a conflict between those three and Mr. Locke's and my firms, and your request that the city engage you, it may assist in sorting out the issues if you would address the following questions.

1. Since the lawsuit names the council members in their official capacity and since you request that the city pay for your representation, do you contend that you are representing them in their official capacity only? If you claim to be representing them in some other capacity, please explain what that capacity is and how it is at issue in the litigation.
2. Assuming that you contend that you represent the council members in their official capacity, do you claim that they have a different interest than that of the city. If so, what is the legal authority that recognizes a separate interest?
3. You claim that your clients assert a conflict with Mr. Locke and me and our firms. Would you please explain the nature of that conflict?

Rick Molina
Chad Dunn
December 22, 2014
Page 2

As I indicated in my earlier letter, I do not believe that the three council members who have been sued in their official capacity have an interest that is separate from that of the city. In the absence of such an interest, I do not see how there can be a conflict or how separate representation would be appropriate. If you can address these questions and provide the legal authority supporting your answers, it may help the city respond to the issues and requests you make in your December 16 letter.

I appreciate your attention to this issue and look forward to your response.

Sincerely

A handwritten signature in black ink, appearing to read 'C. Robert Heath', written in a cursive style.

C. Robert Heath

cc: Gene Locke
Lee Clark
Mayor John Isbell



CERTIFIED COPY CERTIFICATE

I, the undersigned, Linda Rorick, City Secretary for the City of Pasadena, Harris County, Texas, do hereby state and certify that the attached document, containing nine (9) pages, is a true and correct copy of RESOLUTION 2013-065 authorizing and approving an agreement by and between the City of Pasadena, Texas and Bickerstaff Heath Delgado Acosta LLP for legal services.

January 28, 2015
Date

Linda Rorick
Linda Rorick – City Secretary



AGENDA REQUEST

Res: D

☐ ORDINANCE ☒ RESOLUTION ☐ Notice To Bidders NO: 2013-065

CAPTION: A Resolution authorizing and approving an agreement by and between the City of Pasadena, Texas and Bickerstaff Heath Delgado Acosta LLP for legal services.

RECOMMENDATIONS & JUSTIFICATION: Legal representation of City in charter revision and matters relating to redistricting.

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

Estimated COST:

TASK NO:

BUDGETED: YES ☐ NO ☐

ACCOUNT NUMBER(S):

REQUESTING DEPARTMENT:

Sarah Benavides

COUNCIL ACTION

Sarah Benavides DATE: 8/13/2013
REQUESTING PARTY (TYPED)

FIRST READING:

FINAL READING:

PURCHASING DEPARTMENT

Cote
MOTION

MOTION

APPROVED:

CONTROLLER CERTIFICATION

Cayten
SECOND

SECOND

CITY ATTORNEY

8-20-13
DATE

DATE

MAYOR

Ways: Ybarra Harrison
Van Houtte Wheeler
DEFERRED:

RESOLUTION NO. 2013- 065

A Resolution authorizing and approving an agreement by and between the City of Pasadena, Texas and Bickerstaff Heath Delgado Acosta LLP for legal services.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That that certain agreement, a facsimile of which is annexed hereto, incorporated herein for all purposes and designated Exhibit "A", by and between the City of Pasadena, Texas and Bickerstaff Heath Delgado Acosta LLP for legal services to be rendered is hereby authorized and approved.

SECTION 2. That the City Council finds that such agreement is reasonable and necessary, payment for services to be rendered under said contract to be paid as billed and stated in said agreement.

SECTION 3. That the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute for and on behalf of the City the annexed agreement document and counterparts thereof.


SECTION 4. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

OutsideCounsel.Bickerstaff13Bickerstaff13


PASSED, APPROVED AND ADOPTED THIS THE 20th day of August,
A.D., 2013.


JOHNNY ISBELL, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:


LINDA RORICK
CITY SECRETARY
CITY OF PASADENA, TEXAS

APPROVED:


LEE CLARK
CITY ATTORNEY
CITY OF PASADENA, TEXAS

Bickerstaff Heath Delgado Acosta LLP

3711 S. MoPac Expressway Building One, Suite 300 Austin, Texas 78746 (512) 478-8021 Fax (512) 320-5638 www.bickerstaff.com

August 13, 2013

Reso D

The Honorable Johnny Isbell
Mayor
City of Pasadena
City Hall
1211 Southmore
Pasadena, Texas 77502

Re: Legal Services

Dear Mayor Isbell:

Thank you for selecting our law firm to represent the City of Pasadena, Texas. We appreciate your confidence in us and will do our best to continue to merit it.

The purpose of this letter, together with the enclosed "Standard Terms of Engagement," is to set out our understanding with respect to the specific terms of our relationship. Please review the Standard Terms of Engagement carefully and contact us promptly if you have any questions regarding our relationship. This letter, together with the Standard Terms of Engagement, constitutes our agreement with you (this "Agreement") under which our services will be provided.

Identity of Client

We will be representing the interests of the City of Pasadena, Texas (the "City").

Nature and Scope of Representation

We understand that while in the future we may from time to time be employed on other matters, our present relationship is limited to representing the City as follows: Assist with charter revision, including matters relating to redistricting, and such other representation relating to redistricting as may be required.

Supervision and Delegation

I will be the partner who will coordinate and supervise the services we perform on your behalf. I anticipate that I will perform most of the work on this matter. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will

The Honorable Johnny Isbell
August 13, 2013
Page 2

try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

Financial Arrangements

The enclosed Standard Terms of Engagement, together with this letter, outlines the financial terms of our engagement. My hourly rate is \$425.00. If anything in this letter or the Standard Terms of Engagement is unclear or presents a problem to you, please advise me promptly so we may discuss it and reach a full understanding.

Acceptance of Terms

If this arrangement is acceptable to you, please sign the enclosed duplicate original of this letter and return it to us at your earliest convenience.

We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

Sincerely,



C. Robert Heath

AGREED TO AND ACCEPTED:

CITY OF PASADENA, TEXAS

By: 
Johnny Isbell, Mayor

Date: August 16, 2013

cc: Billing Department

STANDARD TERMS OF ENGAGEMENT

This statement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file.

1. The Scope of Our Work

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly. We will provide services related only to matters as to which we have been specifically engaged.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

2. Fees For Legal Services

Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill requested to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and paralegals who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. At the present time the standard billing rates for partners in this firm are between \$525 and \$200 per hour; the billing rates for associates and staff attorneys are between \$350 and \$130 per hour; the billing rates for paralegals and specialists are between \$180 and \$125 per hour, the billing rate for law clerks is \$60 per hour, and the billing rate for case clerks is \$50 per hour (all fees quoted are in U.S. Dollars).

3. Other Charges

All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your monthly statement. We have enclosed a description of the most common expenses.

4. Billing Procedures and Terms of Payment

Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic statements to you for legal services and expenses. We usually mail these periodic statements toward the end of the month following the latest date covered in the statement. You agree to pay each statement in full in U.S. Dollars within the time for payment established by Texas Government Code Section 2251.021 (or any successor statute). Should you fail to pay any sum within such payment period, you promise to pay interest on all sums overdue in accordance with the rate and provisions specified in Texas Government Code Section 2251.025 (or any successor statute).

If you have any question or disagreement about any statement that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

5. Termination of Services

You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent. Additionally, in the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the then status of your matter. No termination shall relieve you of the obligation to pay fees and expenses incurred prior to such termination.

6. Retention of Documents

Although historically we have attempted to retain for a reasonable time copies of most documents generated by this Firm, we are not obligated to do so, and we hereby expressly disclaim any responsibility or liability for failure to do so. You must ultimately retain all originals and copies you desire among your own files for future reference.

7. Fee Estimates

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us shall be subject to your agreement and understanding that such estimates do not constitute maximum or fixed fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

8. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America. Venue of any case or controversy arising under or pursuant to this Agreement shall be in Harris County, Texas, United States of America.

9. Questions

If you have any questions from time to time about any aspect of our arrangements, please feel entirely free to raise those questions. We want to proceed in our work for you with a clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters mentioned in this memorandum.

Client Costs Advanced Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of copy facilities, and other cases may not be so paper intensive. Standard services such as secretarial and word processing time, file setup, and file storage are not charged; however, other expenses such as copies, delivery fees, and fax charges are billed to the client needing those services. An explanation of the billing structure is as follows:

Delivery Services: Outside delivery services are used for pick-up and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage: Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies: Our standard rate for black and white copies made by firm personnel is \$0.15 per copy. Color copies are charged at a standard rate of \$0.55 per copy. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Computerized Research: If a case requires the use of computerized legal research, trained and skilled legal researchers are used to minimize on-line data charges. The per-minute fees for on-line connect time are charged to the client at the rate charged to the firm, plus applicable taxes and surcharges imposed by governmental entities.

Fax: Fax copies will be charged at the rate of \$.25 per page.

Travel: Attorney and paralegal time spent traveling on behalf of a client is billed to the client. Hotel, meal, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Other Expenses: Expenses incurred to outside providers in connection with the client's legal services should be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses. Such expenses will be incurred only in conjunction with client-approved activities.



CERTIFIED COPY CERTIFICATE

I, the undersigned, Linda Rorick, City Secretary for the City of Pasadena, Harris County, Texas, do hereby state and certify that the attached document, containing seven (7) pages, is a true and correct copy of RESOLUTION 2014-096 authorizing and approving an agreement by and between the City of Pasadena, Texas and Andrews Kurth LLP for legal services.

Date

January 28, 2015

Linda Rorick – City Secretary

Linda Rorick



AGENDA REQUEST

Reso B

☐ ORDINANCE ☒ RESOLUTION ☐ Notice To Bidders NO: 2014-096

CAPTION: A Resolution authorizing and approving an agreement by and between the City of Pasadena, Texas and Andrews Kurth LLP for legal services.

RECOMMENDATIONS & JUSTIFICATION: Approval of agreement for legal services

(IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH SECOND PAGE)

Estimated COST:

TASK NO:

BUDGETED: YES ☐ NO ☐

ACCOUNT NUMBER(S):

REQUESTING DEPARTMENT:

		COUNCIL ACTION	
DATE: 12/10/2014		FIRST READING:	FINAL READING:
REQUESTING PARTY (TYPED)			
PURCHASING DEPARTMENT		Morrison MOTION	MOTION
APPROVED:			
CONTROLLER CERTIFICATION		Leamon SECOND	SECOND
CITY ATTORNEY		12-16-14 DATE	DATE
MAYOR		Nays: Ybarra Harnison Van Houtte Wheeler DEFERRED:	

RESOLUTION NO. 2014-

096

A Resolution authorizing and approving an agreement by and between the City of Pasadena, Texas and Andrews Kurth LLP for legal services.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PASADENA:

SECTION 1. That that certain agreement, a facsimile of which is annexed hereto, incorporated herein for all purposes and designated Exhibit "A", by and between the City of Pasadena, Texas and Andrews Kurth LLP for legal services to be rendered is hereby authorized and approved.

SECTION 2. That the City Council finds that such agreement is reasonable and necessary, payment for services to be rendered under said contract to be paid as billed and stated in said agreement.

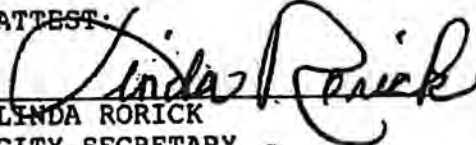
SECTION 3. That the Mayor of the City of Pasadena, Texas is hereby authorized and directed to execute for and on behalf of the City the annexed agreement document and counterparts thereof.

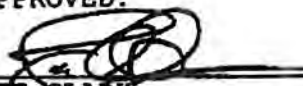
SECTION 4. That the City Council officially determines that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this resolution and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further confirms such written notice and the contents and posting thereof.

OutsideCounsel.AndrewsKurth14.doc

PASSED, APPROVED AND ADOPTED THIS THE 16th day of December,
A.D., 2014.


JOHNNY ISBELL, MAYOR
OF THE CITY OF PASADENA, TEXAS

ATTEST:

LINDA RORICK
CITY SECRETARY
CITY OF PASADENA, TEXAS

APPROVED:

LEE SLARK
CITY ATTORNEY
CITY OF PASADENA, TEXAS

ANDREWS
ATTORNEYS **KURTH** LLP

ResOB

800 Travis, Suite 4200
Houston, Texas 77002
713.220.4200 Phone
713.220.4285 Fax
andrewskurth.com

December 8, 2014

Reso No. 2014-096

City of Pasadena
c/o Mayor Johnny Isbell
City Hall
1211 Southmore
Pasadena, TX 77502

Re: Engagement Agreement for Legal Services for the City of Pasadena

Dear Mayor Isbell:

This letter will confirm Andrews Kurth's (the "Firm" or "Andrews Kurth") representation of the City of Pasadena (the "City"). It is anticipated that our representation will involve providing legal services related to litigation involving the City of Pasadena (the "litigation matter") and to the proposed redevelopment of the Pasadena Convention Center (the "convention center matter"). We are pleased that the City is considering retaining the Firm, and we are eager to assist in all matters assigned to us. This letter will confirm the nature and scope of our engagement, the agreement as to fees, and the role and responsibilities of the Firm and the City in connection with this engagement.

Nature and Scope of Engagement

The City has been sued in the federal court in the case styled Alberto Patino, Maria Del Rosario Martinez, Maria Mari, Rodolfo R. Tenreiro, Patricia Gonzales v. City of Pasadena, Mayor Johnny Isbell, Council Members Ornelo Ybarra, Bruce Leamon, Don Harrison, Pat Van Houte, Cody Ray Wheeler, Phil Cayten, Steve Cote and Darrell Morrison. The lawsuit challenges the City's election system for Pasadena City Council. The Firm will defend the City and its elected officials (sued in their official capacity) and provide representation in the above matter. Our representation will involve all matters related to the above lawsuit and matters related thereto unless the City otherwise limits the representation. We understand the Firm may be asked to work with other lawyers in the City's defense and pledge a cooperative effort with other counsel as requested.

Earlier in 2014 and in coordination with the City, the Pasadena Second Century Corporation ("PSCC"), which is the development corporation previously created by the City, solicited proposals for the redevelopment of the City's convention center. To date Andrews Kurth has represented PSCC in the convention center matter, and PSCC expects that the Firm will continue to provide legal services to PSCC through the remainder of the matter. The matter will require involvement by the City, which in turn will need legal representation. The interests of the City and PSCC are aligned in the convention center matter, as a result of which Andrews Kurth is the law firm that could most efficiently and economically represent the City as well as PSCC.

Austin Beijing Dallas Dubai Houston London New York The Woodlands Washington, DC
HOU:3585599 Z

EXHIBIT "A"

City of Pasadena
c/o Mayor Johnny Isbell
December 8, 2014
Page 2

Fees and Expenses

We maintain a schedule of standard rates which serves as a basis for our billings. It is expected that Gene Locke and Katie Ahlrich will be the lawyers engaged in the litigation matter. Mark Arnold will be engaged in the convention center matter. Other attorneys may be utilized as needed and as agreed to by the City. Associate attorneys will be used whenever possible to control costs and/or cover assignments. Gene Locke and Mark Arnold are partners with the Firm. Katie Ahlrich is an associate.

Gene Locke and Mark Arnold will discount their standard hourly rates and bill at an hourly rate of \$595.00 (the same rate charged to Harris County and other government clients). All associates assigned to the City's matter will be billed at a 10% discount from standard hour rates.

In addition to our fees, we also charge for other items incident to the performance of our legal services. The current basis for these charges is set forth below, although this schedule of charges is reviewed on an annual basis and may be adjusted to take into account changes in the Firm's costs and other factors.

Duplicating: We will charge for necessary photocopying, printing or electronic scanning at a rate not exceeding twenty cents per page. Color impressions will be charged at a rate not exceeding one dollar per page. Where it would be less costly to use the services of an outside vendor for bulk copying, electronic scanning, etc. that technique will be used, unless specific concerns about speed, confidentiality, or reliability dictate the use of the Firm's own facilities.

Telephone: We do not charge for local telephone calls. For domestic toll calls, we will charge \$.07 per minute. International calls will be billed at our cost, without overhead adjustment.

Facsimile: We will not charge for local or in-coming transmissions. We will charge for necessary outgoing telecopies at a rate not exceeding one dollar per page. This amount includes all telephone line charges.

Messenger Services: We will charge only for actual charges billed to the Firm for deliveries.

Computer Legal Research: We understand that LEXIS®, WESTLAW®, etc. can be expensive, and should be used efficiently. Use of LEXIS® and WESTLAW® to assist in research projects will be charged on the basis of our actual cost of conducting the research.

Other Disbursements: The Firm's general policy is to forward statements for third party vendors, e.g. court reporters, experts, copying services, which are over \$500.00, directly to the client. To the extent that efficiency and convenience dictate, such disbursements will be paid by the Firm on your behalf and included with other disbursements and expenses on the Firm's statement. Major anticipated disbursements shall be approved in advance by you.

City of Pasadena
c/o Mayor Johnny Isbell
December 8, 2014
Page 3

Postage/Express and Overnight Delivery: Standard mail services shall be used whenever possible. Charges for standard, certified, registered, insured, other special handling and express mail or overnight delivery shall be billed at the actual cost incurred.

Travel Time and Expenses: You will reimburse domestic air travel charges at the available coach rate unless otherwise approved in advance. Expenses for lodging, restaurants and other transportation will be billed to you at our actual, out-of-pocket costs. If travel time is devoted to working for one or more clients in addition to you, your statement will reflect only that portion of travel time and expense attributable to your matter. In circumstances where use of a personal automobile is required, we will charge the applicable IRS rate per mile.

Monthly Billing and Payment

Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed to you monthly and are due within thirty (30) days after your receipt of an invoice.

Conflict Considerations and Agreement

We recognize that we are disqualified from representing any other client with interests materially and directly adverse to you in any matter (i) which is substantially related to this representation or (ii) where there is a reasonable probability that confidential information you furnished to us could be used to your disadvantage. You understand and agree that, with those exceptions, our representation of you in this matter will not prevent or disqualify us from representing clients adverse to you, or whose interests may conflict with yours in other matters.

Cooperation

We necessarily must rely on the accuracy and completeness of the facts and information you and your agents provide us. In order to enable us to render effectively the legal services contemplated, you agree to disclose fully and accurately all facts and keep us informed of all developments relating to the matters involved in this engagement. We will keep you advised of all significant developments and will provide any other detailed reporting you request.

Withdrawal or Termination

Our relationship is based upon mutual consent and you may terminate our representation at any time, with or without cause, by notifying us. Your termination of our services will not affect your responsibility for payment of fees for legal services rendered and of other charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to rules of professional conduct, which list several circumstances that require or allow us to withdraw from representing a client, including for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, fundamental disagreements, and conflict of interest with another client. We try to identify in advance and discuss with our clients any situation which may lead to our withdrawal, and if withdrawal ever becomes

City of Pasadena
c/o Mayor Johnny Isbell
December 8, 2014
Page 4

necessary, we will give the client written notice of our withdrawal. If we elect to withdraw for any reason, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal and we will be entitled to be paid for all services rendered and other charges accrued on your behalf to the date of withdrawal.

Retention and Disposition of Records Pertaining to the Matter.

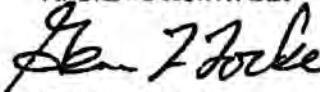
After our representation of you on the matter concludes, our current policy is to close our matter file and retain it for seven years following closure. For various reasons, including minimizing storage costs, when the seven-year retention period expires, we may, and we are hereby given the right to, dispose of the matter file (including discarding paper and deleting electronic records pertaining to the matter that were not previously discarded or deleted). We may, however, retain beyond the seven-year retention period (i) our business and administrative records pertaining to the matter or you, including, for example, matter opening records, financial records, time and expense reports, personnel and staffing records, and records of our communications with you (collectively our "business file"), (ii) records that our attorneys may designate for longer retention, (iii) work product of our attorneys, such as contracts, research, briefs, notes or memoranda, that our attorneys may elect to retain for form use purposes, and (iv) certain types of records that our records retention policy provides should be retained longer.

If you want to take possession of the originals or receive copies of any portion of our matter file belonging to you before the retention period expires, you must notify us in writing and, provided that we have received payment of our outstanding fees and costs incurred for the matter, we will send you the requested portion of our matter file belonging to you at your expense. We may retain, at our expense, a copy of that portion of our matter file that is sent to the City. Additionally, you must notify us in writing if you want us to retain our matter file for a different retention period.

We are pleased to have this opportunity to be of service and to work with you. If you have any questions please contact me at 713.220.3956. We request that you sign, date in the space provided below and return one copy of this letter to reflect that you are aware of and agree to the terms and conditions of this representation

Very truly yours,

ANDREWS KURTH LLP



Gene L. Locke

AGREED TO and ACCEPTED
as of December ____, 2014



City of Pasadena

AFFIDAVIT

STATE OF TEXAS §

COUNTY OF HARRIS §

I, the undersigned, Linda Rorick, am the City Secretary for the City of Pasadena, Harris County, Texas. As City Secretary, I am the Custodian of Records for our city and have personal knowledge of our City Agendas and attend virtually all Council Meetings and in regard to any Council Meeting that I do not attend, I review the minutes. As such, and in the capacity of performing my duties as City Secretary, I am unaware of any agreements entered into between the City of Pasadena and following persons/law firms: Brazil and Dunn LLP, Chan W. Dunn, Molina Law Firm, and Rick Molina.

Further, regarding pending lawsuit styled as follows: "Alberto Patino, Maria Del Rosario Martinez, Maria Mari, Rodolfo R. Tenreiro, Patricia Gonzales, Plaintiffs v. City of Pasadena, Mayor Johnny Isbell, Councilmembers Ormaldo Ybarra, Bruce Leamon, Don Harrison, Pat Van Houte, Cody Ray Wheeler, Phil Cayten, Steve Cote and Darrell Morrison, Defendants", I do hereby state and certify that I have, with due diligence, searched our city records beginning January 1, 2014, to the present day, and can find no agreements adopted between the City of Pasadena and any of the following persons/law firms: Brazil and Dunn LLP, Chan W. Dunn, Molina Law Firm, and Rick Molina.

Date January 29, 2015

Linda Rorick
Linda Rorick - City Secretary

SUBSCRIBED AND SWORN to before me on this 29th day of January, 2015.

Amanda F. Mueller

